

EXHIBIT A

PROPOSED ORDER

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	Chapter 11
LOS ANGELES DODGERS LLC, <i>et al.</i> , ¹)	Case No. 11- _____ (____)
Debtors.)	Jointly Administered
)	Ref. Docket No.: _____

**ORDER AUTHORIZING LOS ANGELES DODGERS LLC TO HONOR PREPETITION
OBLIGATIONS TO CUSTOMERS AND OTHERWISE CONTINUE
CUSTOMER PROGRAMS IN THE ORDINARY COURSE OF BUSINESS**

Upon the motion (the “Motion”)² of Los Angeles Dodgers LLC, a debtor and debtor in possession herein (the “LAD”), for an order pursuant to sections 105(a) and 363 of title 11 of the United States Code (the “Bankruptcy Code”) authorizing LAD to honor prepetition obligations to customers and otherwise continue customer programs in the ordinary course of business, all as more fully described in the Motion; and upon the Ingram Declaration; and due and sufficient notice of the Motion having been given; and it appearing that no other or further notice need be provided; and it appearing that the relief requested by this Motion is in the best interests of LAD, its estates, its creditors, and other parties in interest; and after due deliberation and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED AND DECREED, that:

1. The Motion is granted, as may be modified herein.

¹ The Debtors, together with the last four digits of each Debtor’s federal tax identification number are: Los Angeles Dodgers LLC (3133); Los Angeles Dodgers Holding Company LLC (4851); LA Holdco LLC (2567); LA Real Estate Holding Company LLC (4850); and LA Real Estate LLC (3029). The location of the Debtors’ corporate headquarters and the service address for the Debtors is: 1000 Elysian Park Avenue, Los Angeles, California 90012.

² Capitalized terms used but not defined herein shall have the same meanings ascribed to them in the Motion.

2. LAD is authorized, but not directed, in its sole discretion, to continue, renew, replace, implement, modify, and/or terminate the Customer Programs, as it deems appropriate, in the ordinary course of business and without further application to, or order of, the Court.

3. LAD is authorized, but not directed, in its sole discretion, to pay, honor, perform or otherwise satisfy all prepetition obligations relating to the Customer Programs, in the ordinary course of business, in the same manner and on the same basis as LAD honored such obligations prior to the Commencement Date, including, without limitation, any such obligations on account of the Dodger Dollars in an aggregate amount not to exceed \$550,000.

4. Nothing in this Order or the Motion shall impair the ability of LAD or any appropriate party in interest to contest any claim of any creditor pursuant to applicable law or otherwise dispute, contest, setoff, or recoup any claim, or assert any rights, claims, or defenses related thereto.

5. LAD, its officers, employees, and agents are authorized to take or refrain from taking such acts as are necessary and appropriate to implement and effectuate the relief granted herein.

6. In accordance with this Order and any other applicable order of this Court, each of the financial institutions at which LAD maintains its accounts relating to the payment of the obligations described in the Motion is directed to honor checks presented for payments related to the Customer Programs, whether issued prepetition or postpetition, and all wire transfer requests or fund transfer requests made by LAD related thereto to the extent that sufficient funds are on deposit in such accounts.

7. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity of any

claim against LAD; (b) a waiver of LAD's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Order or the Motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; or (f) a waiver of LAD's rights under the Bankruptcy Code or any other applicable law.

8. The requirements set forth in Bankruptcy 6003(b) are satisfied.

9. The requirements of Bankruptcy Rule 6004(a) are hereby waived to avoid immediate and irreparable harm to LAD.

10. Notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

11. This Court shall retain jurisdiction to interpret, implement and enforce the provisions of this Order.

Dated: Wilmington, Delaware
June ____, 2011

United States Bankruptcy Judge